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KNOW ALL MEN BY THESE PRESENTS,

021106

THAT LOWRY F. GARBER and SHIRLEY V. GARBER, husband and wife, of Waterville, County of Kennebec, and State of Maine,

In Consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by JANE E. COSGROVE and ROBERT F. COSGROVE, whose mailing address is c/o Cosgrove Agency, Inc., 48 Main Street, Waterville, County of Kennebec, and State of Maine,

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, WITH WARRANTY COVENANTS, unto the said JANE E. COSGROVE and ROBERT F. COSGROVE, as tenants in common, their heirs and assigns forever,

TRANSFER  
TAX  
PAID

A certain lot or parcel of land with the buildings and other improvements thereon, situated in Waterville, County of Kennebec and State of Maine, and being lot numbered seventy-six (76), according to Revised Plan of Mayflower Realty Company, dated January 17, 1959, made by Sherman K. Smith, C.E., and recorded in Kennebec Registry of Deeds in Plan Book 22, Page eight (8), to which Plan reference is hereby made for a more particular description.

Conveyance of the above described lots of land is made and taken by the Grantees with the restrictions and limitations herein enumerated as to each lot, for themselves, their heirs and assigns, and for the benefit of other property owners of land originally part of the Vigue Farm, so-called, with the express understanding and agreement that any dwelling, including a home garage erected on this lot except for steps approaching thereto, shall be located at least twenty-five (25) feet from the lot boundary on Merrill Street and fifteen (15) feet from any of the other boundary lines of the above land herein conveyed; and any dwelling erected thereon shall not have space or tenancies or apartments for more than one family and shall cost not less than twelve thousand (\$12,000.00) dollars, as of this day's value; and at no time shall any building or structure of any kind, except for a family garage, other than a dwelling house be erected thereon, and at no time shall any mercantile or other commercial building or structure be erected thereon, nor any house or structure thereon be used for any mercantile or commercial purposes.

Being the same premises conveyed to the Grantors by Geoffrey Dean and Forestine Dean, by Warranty Deed dated August 15, 1974 and recorded in the Kennebec Registry of Deeds in Book 1757, Page 264.

IN WITNESS WHEREOF, we the said LOWRY F. GARBER and SHIRLEY V. GARBER joining in this Deed as Grantors, and relinquishing and conveying all rights by descent and all other rights to the above described premises, have hereunto set our hands and seals this 16<sup>th</sup> day of the month of September, 1987.

Signed, Sealed and Delivered  
in the presence of

Witness

Witness

X Lowry F. Garber  
LOWRY F. GARBER

X Shirley V. Garber  
SHIRLEY V. GARBER

51-45

## ACKNOWLEDGEMENT

STATE OF MAINE, COUNTY OF KENNEBEC, SS.

September 16, 1987

Personally appeared the above named LOWRY F. GARBER and SHIRLEY V. GARBER and acknowledged the foregoing instrument to be their free act and deed.

(print name below signature)

NOTARY PUBLIC

From: Lt. Col. Antonio, Holiday Pueblo  
by Command of E. May 26, 1942

RECEIVED KENNEDY SS.  
1987 SEP 21 AM 9:00  
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